



16 S. B. DEPCY COURT
NORTHERN DISTRICT OF TEXAS
ENTERED
TAWANA C. MARSHALL, CLERK
THE DATE OF ENTRY IS
ON THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed March 23, 2009

Barbara J. Houser
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

IN RE: § **Case No. 08-36705-BJH**
§
§
SUPERIOR AIR PARTS, INC., § **Chapter 11**
Debtor. §
§

VIRGIN RECORDS AMERICA, INC. §
Movant §
§ Preliminary Hearing Set:
vs. § March 17, 2009 1:15 p.m.
SUPERIOR AIR PARTS, INC., §
Respondent §

**AGREED ORDER GRANTING MOTION
OF VIRGIN RECORDS AMERICA, INC. TO LIFT STAY
TO CONSUMMATE SETTLEMENT OF SUIT WITH INSURANCE CARRIER**

CAME ON TO BE CONSIDERED the Motion of Virgin Records America, Inc. f/u/b/o National Union Fire Insurance Company (“Movant”) for Relief from the Automatic Stay (the Motion”) to Consummate Settlement of Suit with Insurance Carrier. Based on the Motion, the

Response filed by Superior Air Parts, Inc. (the “Debtor”), the record and the agreement of the parties to the stipulation of facts and relief contained herein, upon proper notice and service, the Court finds as follows:

1. Pre-petition, Movant has filed cross-claims and third party claims seeking contribution, indemnity, and equitable subrogation against Superior Air Parts, Inc. (“Superior” or “Debtor”) and several other entities in a case styled *Becky A. Gallin v. Virgin Records America, Inc. v. Teledyne Continental Motors, et al*; Case No. 02-05688-CA-21, pending in the 11th Judicial Circuit in and for Miami Dade County, Florida (“Civil Suit”).

2. In connection with the Civil Suit and prior to the Petition Date, Movant reached a settlement of the claims raised in the Civil Suit against the Debtor with the Debtor and its liability insurance carrier (the “Settlement”). The Settlement calls for a payment of funds by the insurance carrier in exchange for mutual releases between Movant, on one hand, and the Debtor and its insurance carrier, on the other. The Settlement also resolves claims of one other third party plaintiff against the Debtor, although that party¹ does not seem to be listed on the Debtor’s Schedules. The Settlement does not impose any costs against the Debtor and resolves any claims that Virgin Records, and two other parties, may assert against the Debtor.

3. Notice of the Motion and opportunity for hearing were proper under the circumstances and that cause exists to grant the Motion to the extent provided herein.

It is therefore

ORDERED that the Motion is granted to the extent set forth herein; it is further

ORDERED that the automatic stay shall be and hereby is modified, effective immediately upon entry of this order, to permit the Plaintiff Parties and the Debtor to proceed and take any and all actions necessary to finalize and consummate the Settlement (with Debtor’s

¹ Instinct Production, LLC (collectively with Movant, the “Plaintiff Parties”).

liability insurance carrier) of claims against the Debtor as asserted in the Civil Suit; it is further

ORDERED that upon consummation of the Settlement, the Plaintiff Parties' claims against the Debtor shall be released and the Plaintiff Parties shall have no further claim against the Debtor or its estate; it is further

ORDERED that the automatic stay shall be lifted in all respects with respect to the Civil Suit to allow the continuation of the Civil Suit against the remaining defendants in the Civil Suit who are not related to the Debtor.

AGREED:

/s/ Robert P. Franke

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